

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

QUINDA BEESON,

Plaintiff,

v.

Case No. CIV-20-327-SLP

**SAFECO INSURANCE COMPANY OF
AMERICA,**

Defendant.

AFFIDAVIT OF ALEX KEFFER

I, Alex Keffer, being duly sworn, state as follows:

1. I am employed as a Sr. Claim Resolutions Specialist II with Safeco Insurance Company of America (“Safeco”).
2. On or about March 25, 2021, the insurance claim of Plaintiff Quinda Beeson (“Plaintiff”) was assigned to me upon the retirement of Barbara Meyer.
3. On or about February 14, 2022, I was involved in a private mediation in the above-captioned case, which was conducted via Zoom videoconference. In the course of the mediation, Safeco made a confidential settlement offer that I misunderstood to constitute the undisputed amount of the claim. After the mediation, and operating on this misunderstanding, I called Plaintiff’s counsel’s office on two (2) occasions—March 14 and 15, 2022—and expressed, misguidedly, that I was prepared to make a payment of the undisputed amount of the claim.
4. On March 14, 2022, I spoke with an unidentified woman in Plaintiff’s counsel’s law firm. On March 15, 2022, I spoke with attorney Madison Botizan, who

informed me that she would speak with her supervisor and get back to me regarding potential liens and other payment information.

5. On both phone calls I advised of my belief, which I now know to be mistaken, that an offer to pay the undisputed amount of Plaintiff's claim had been made at mediation, and I requested information in order to make a payment to Plaintiff.

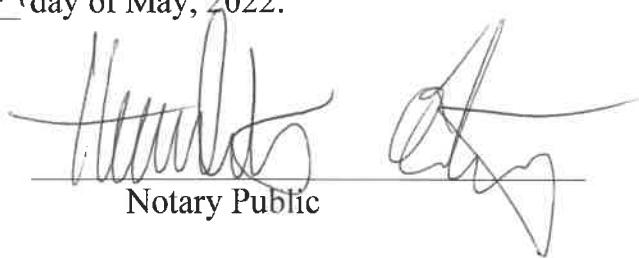
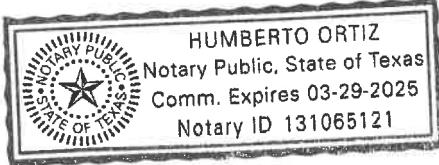
6. The amount I offered to pay on these phone calls was not based on any new information or updated evaluation. I did not consider any new information and I did not conduct a reevaluation of the claim. To the contrary, my offer was based on the confidential settlement offer made during mediation and my misunderstanding that it constituted an undisputed amount.

FURTHER AFFIANT SAITH NOT.



Alex Keffler

Subscribed and sworn to before me this 5th day of May, 2022.



Notary Public

My commission expires:

03/29/2025
[SEAL]